

**HELIOS Software Upgrade
Vereinbarung (SE002) v2.0**

HELIOS Software GmbH
Steinriede 3
30827 Garbsen
Phone: +49-5131-709320
Fax: +49-5131-709325
Web: www.helios.de



Stempel Distributor

	Kunde	HELIOS Partner (oder Stempel)
Firma		
Kontakt		
Straße		
Plz/Ort		
Land		
Telefon		
E-Mail		

1. Vertragsvoraussetzungen

Aktuelle Produktversionen sind erforderlich. Die Vereinbarung kann nur innerhalb von 30 Tagen nach Erwerb des Produkts oder Upgrades abgeschlossen werden. Alle genutzten Benutzererweiterungen müssen aufgeführt werden.

2. Vertragslaufzeit

Diese Vereinbarung wird für 12 Monate abgeschlossen. Sie verlängert sich automatisch um weitere 12 Monate, wenn sie nicht spätestens 6 Wochen vor Ablauf schriftlich gekündigt wird.

3. Zahlung

Die Zahlung erfolgt jährlich im Voraus.

4. Leistungen

Die Vereinbarung gilt für HELIOS Produkte, welche mit Seriennummer unten aufgeführt sind. Folgendes wird ohne weitere Kosten zur Verfügung gestellt:

- a. Wartungsupdates
- b. Neue Produktversionen und -dokumentation, die innerhalb der Laufzeit dieser Vereinbarung erscheinen.

5. Cold Spare Server Option

Diese Vereinbarung enthält auch die Bedingungen des: "HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0", wie in der Anlage Seite 2 beschrieben.

Nr.	Produkt	User	Seriennummer	Cold Spare Option Add	MachID	Preis	Kommentar
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

X

X

Datum:

Unterschrift:

Stempel oder Visitenkarte des Endkunden

HELIOS SOFTWARE COLD SPARE OPTION LICENSE AGREEMENT (SE003) v2.0

1 General Terms

1.1 Information to HELIOS has to be provided in writing by mail or fax.

2 Definitions

- 2.1 "Designated Product" corresponds to each of the products marked with an "Add cold spare option" in the SE002 form and identified by its unique HELIOS serial number.
- 2.2 "Customer" is the purchaser of HELIOS' "Cold Spare Option for SE002 agreements" for the Designated Product.
- 2.3 "Main Server" is the server on which the Designated Product is currently activated, identified by HELIOS MachID.
- 2.4 "Installation Site" is the physical location of the Main Server of the Designated Product, identified by the building's address.
- 2.5 "Cold Spare Server" is a second server installed with a copy of HELIOS products at the Customer Installation Site. For each installed HELIOS base product (EtherShare, PCShare, WebShare, Base Windows) on the Cold Spare Server, a Cold Spare option (SE003) is required.

3 Subject of this Agreement

3.1 The Customer is entitled

- 3.1.1 To name the HELIOS MachID of one Cold Spare Server and to request from HELIOS an activation key for the Designated Product on the Cold Spare Server.
- 3.1.2 To run the Designated Product and any HELIOS user, ImageServer, PDF HandShake and PrintPreview expansion licenses for it on the Cold Spare Server instead of on the Main Server.
- 3.1.3 To change the Cold Spare Server in reasonable intervals and accordingly request activation keys from HELIOS.

3.2 The Customer agrees

- 3.2.1 Not to run the Designated Product on the Main Server and the Cold Spare Server at the same time. This holds also true for evaluation or test purposes for which the Customer might request standard HELIOS demo keys from the HELIOS partner.

- 3.2.2 To inform HELIOS when the Cold Spare Server should become the new Main Server in which case HELIOS will update its records and treat the Cold Spare Server as the new Main Server and the previous Main Server as the Cold Spare Server.
- 3.2.3 To inform HELIOS within one month when the Main Server and the Cold Spare Server are relocated together to a new place.
- 3.2.4 Not to make use of HELIOS activation keys for the Cold Spare Server after Main Server and Cold Spare Server are separated to different buildings or places.
- 3.2.5 Not to make any use of HELIOS activation keys for a previous Cold Spare Server after a change of the Cold Spare Server was accepted by HELIOS.
- 3.2.6 Not to make use of HELIOS activation keys for the Cold Spare Server after termination of this agreement.
- 3.2.7 Not to hand over any HELIOS activation keys for a Cold Spare Server to any other party even if the ownership of the Cold Spare Server is transferred, and not to make use of HELIOS activation keys for a Cold Spare Server after termination of this agreement. This shall apply for all Cold Spare keys for the Designated Product that may have been issued over the course of time.
- 3.2.8 To allow HELIOS or a HELIOS designated agent to check the Installation Site regarding proper use of the Cold Spare Server.
- 3.3 HELIOS retains the right to refuse activation keys for the Cold Spare Server and may terminate this agreement immediately when the Customer fails to prove proper use.

4 Survival of Termination

Paragraphs 3.2.4, 3.2.5, 3.2.6, and 3.2.7 shall survive termination of the agreement. The agreement shall be governed by the laws of the Federal Republic of Germany. Site of court is Hannover, Germany.